

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MARYLAND (NORTHERN DIVISION)

BUSINESS LENDERS, LLC

*

PLAINTIFF,

*

v.

*

CASE No.: L 02 CV 2092

DAMON Z. BELLAMY-BEY *et al.*

*

DEFENDANTS.

*

* * * * *

**EX PARTE MOTION TO SUBSTITUTE PURCHASER OF
1817 LAURENS STREET, BALTIMORE, MARYLAND**

Reginald Weston ("Purchaser"), Jeremy S. Friedberg and Andrew L. Cole, Substitute Trustees ("Sellers"), and Sean Weston ("Proposed Substitute Purchaser"), pursuant to Maryland Rule 14-207(f)(3), hereby request that the court substitute the Proposed Substitute Purchaser in-stead of Purchaser as foreclosure purchaser of the property known as 1817 Laurens Street, Baltimore, Maryland (the "Premises"), and state as follows:

1. Sellers offered the Premises for sale on February 8, 2006, pursuant to the terms of a deed of trust regarding the Premises.
2. Purchaser purchased the Premises at the foreclosure held on February 8, 2006 and reported by Sellers to the Court on February 28, 2006 (the "Foreclosure Sale").
3. Sellers and Purchaser entered into a contract of sale on February 8, 2006 for the Premises (the "Contract").
4. The Court issued a Notice of Sale on March 7, 2006.

5. Maryland Rule 14-207(f)(3) states that “At any time after sale and before conveyance, the court, upon ex parte application and consent of the purchaser, substituted purchaser, and person making the sale, may authorize the conveyance to be made to a substituted purchaser”

6. Purchaser, Proposed Substitute Purchaser and Sellers consent to the substitution requested herein and agree that the Purchaser shall remain liable under the Contract should Proposed Substitute Purchaser default thereunder.

7. Purchaser acknowledges that the deposit presently held by Sellers shall continue to be held by Sellers and applied to the purchase price due under the Contract.

WHEREFORE, Business Lenders, LLC, Jeremy S. Friedberg and Andrew L. Cole, Substitute Trustees, and Reginald Weston respectfully request that this Court enter an Order pursuant to Md. Rule 14-207(f)(3):

- a. Substituting Sean Weston in place and in stead of Reginald Weston in the Contract, as purchaser of the Premises at the Foreclosure Sale, with Reginald Weston remaining secondarily liable should Sean Weston default thereunder;
and

- b. Granting such other and further relief as is proper under the circumstances.

/s/ Jeremy S. Friedberg
Jeremy S. Friedberg, Substitute Trustee

/s/
Andrew L. Cole, Substitute Trustee

*Counsel hereby certifies that he has a signed copy of the foregoing document available for inspection at any time by the court or a party to this action.

/s/ Jeremy S. Friedberg
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Attorneys for Business Lenders, LLC

/s/
Reginald Weston, Purchaser

*Counsel hereby certifies that he has a signed copy of the foregoing document available for inspection at any time by the court or a party to this action.

/s/
Sean Weston, Proposed
Substitute Purchaser

*Counsel hereby certifies that he has a signed copy of the foregoing document available for inspection at any time by the court or a party to this action.